

8-24-76  
12.3.8 v.3

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 24<sup>th</sup> day of August, 1976, by and between LONE STAR INDUSTRIES, INC., a Delaware corporation, as Grantor, hereinafter referred to as "Lone Star", and the PORT OF SEATTLE, a Washington municipal corporation, as Grantee, hereinafter referred to as "the Port",

W I T N E S S E T H :

1. In consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by the Port, receipt of which is hereby acknowledged by Lone Star, Lone Star hereby grants to the Port and the Port hereby accepts from Lone Star, an easement for ingress and egress for trucks on, across and through the following described premises situated in King County, State of Washington:

That portion of the north half of the southeast quarter of Section 18, Township 24 North, Range 4 East, W. M., King County, Washington, being that portion of Lots 19 and 20, Block 378 and the north 50 feet of vacated South Dakota Street, all in Plat of Seattle Tidelands described as follows:

Beginning at the intersection of the centerline of said Dakota Street and west margin of East Marginal Way South as re-established by the extension of Primary State Highway No. 1 (Hinde St. to West Nevada St.) approved May 17, 1957; thence N 90°-00'-00" W along said centerline a distance of 117.35 feet to the southeasterly line of that certain Railroad Easement recorded under Auditor's File No. 6638417, records of said County; thence northeasterly along said southeasterly line of a curve to the left having a radius of 226.23 feet through a central angle of 41°-36'-37", the initial radial of which bears N 29°-17'-57" W, an arc distance of 164.30 feet to said re-established west margin; thence S 5°-36'-17" E along said re-established west margin a distance of 124.12 feet to the true point of beginning, containing 5,644 square feet as shown in blue on Exhibit "A" attached hereto and by this reference made a part hereof, located adjacent to Port of Seattle Terminal 106 West, hereinafter called "the premises".

2. The Port agrees to maintain the premises for so long as this easement shall remain in effect.

3. All notices shall be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Lone Star:  
Lone Star Industries, Inc.  
P. O. Box 1020  
Seattle, WA 98111

To the Port:  
The Port of Seattle  
P. O. Box 1209  
Seattle, WA 98111

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing.



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 24th day of August, 1976, before me,  
the undersigned Notary Public in and for the State of Washington duly  
commissioned and sworn, personally appeared HENRY I. SIMONSON

and PAUL S. FRIEDLANDER  
, to me known to be the President and  
Secretary, respectively, of the Port Commission of the PORT OF SEATTLE, a  
municipal corporation, the corporation that executed the foregoing instrument,  
and acknowledged said instrument to be the free and voluntary act and deed of  
said corporation, for the uses and purposes therein mentioned, and on oath  
stated that they were duly authorized to execute the same and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this  
certificate first above written.

John M. Thompson  
Notary Public in and for the State  
of Washington, residing at Seattle  
My commission expires Feb. 11, 1978

STATE OF Wash )  
 ) ss.  
COUNTY OF King )

On this 10th day of August, 1976, before me  
personally appeared John Young, Jr. and  
the Division President and the Manager Secretary, respectively, of the  
corporation that executed the within and foregoing instrument, and acknowledged  
said instrument to be the free and voluntary act and deed of said corporation,  
for the uses and purposes therein mentioned, and on oath stated that they were  
authorized to execute said instrument and that the seal affixed is the corporate  
seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal the day and year first above written.

William H. Thompson  
Notary Public in and for the State  
of Wash., residing at Seattle.

4. Lone Star may terminate this easement at any time upon giving the Port ninety (90) days' advance notice in writing to vacate the premises.

5. This constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing.

IN WITNESS WHEREOF the parties hereto have executed this Easement Agreement as of the day and year first hereinabove written.


ATTEST:

By   
Secretary

PORT OF SEATTLE  
A Municipal Corporation

By   
President  
GRANTEE

ATTEST:

By   
Witness

LONE STAR INDUSTRIES, INC.

By   
Division Manager  
GRANTOR

